

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter called the "Agreement") is entered into by and between the City of Port St. Lucie (hereinafter referred to as "CITY"), acting through the CITY COUNCIL, and GREGORY J. ORAVEC, (hereinafter referred to as "ORAVEC"). CITY and ORAVEC are collectively referred to herein as the "PARTIES."

WHEREAS, ORAVEC was employed by CITY and served most recently in the role of City Manager.

WHEREAS, the PARTIES agree that it is in their mutual best interests to terminate that employment relationship via this Agreement.

WHEREAS, the PARTIES agree to finally and forever resolve any and all issues relating to ORAVEC's employment via this Agreement.

NOW, therefore, in consideration of the foregoing recitals, and the mutual promises, agreements and understandings contained herein, the PARTIES agree as follows:

1. ORAVEC hereby ceases employment as City Manager, effective February 8, 2013 (the "Effective Date") pursuant to this Agreement.
2. In consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to pay, less all applicable taxes and deductions, within twenty one (21) business days of the Effective Date, the following:

a. Five (5) months of severance pay	=	\$65,365.36
b. 248.62 hours of accrued and unused leave	=	\$20,313.94
c. Salary adjustment (12/20/12 – 2/8/13)	=	\$6,894.79
		Total \$92,574.09
3. 10.5% of the amounts detailed in paragraph 2 shall be deposited into ORAVEC's ICMA Retirement Corporation account.
4. Additionally, in consideration of the PARTIES executing and complying with all of the provisions contained in this Agreement, CITY agrees to continue health insurance coverage at ORAVEC's current coverage level through July 31, 2013, provided ORAVEC continues to pay the rate equivalent to the applicable active employee contribution amount during the covered period. Thereafter, should he elect COBRA coverage or accept CITY's state mandated offer of continuation coverage, effective August 1, 2013, at CITY's designated rate for retirees, ORAVEC shall be

entitled to do so in accord with statutory law and the policies and procedures of CITY, at his expense.

5. The PARTIES agree that there will be no representations or statements made by the CITY COUNCIL (or by its individual members) or ORAVEC after the execution of this Agreement, including without limitation, those made anonymously, that shall, either directly or indirectly in the form of oral or written statements or representations in any other form, that disparage, slander, libel, defame, impugn, damage or take any action that adversely affect the reputation of either PARTY. Notwithstanding the foregoing, this paragraph shall not be inconsistent with Section 215.425, Florida Statutes.
6. CITY agrees not to interfere with ORAVEC's pursuit of future employment opportunities. Interfere shall be defined as intentionally creating a hindrance or obstacle. However, the foregoing shall not apply to CITY's compliance with applicable laws and regulations.
7. ORAVEC understands that there are Post Employment Restrictions and ORAVEC shall not personally represent another person or entity for compensation before the CITY COUNCIL or any CITY board or commission for a period of TWO (2) years following the Effective Date. This post employment restriction shall not apply to ORAVEC's representation of any not for profit entity serving the needs to the community as may be determined by the CITY COUNCIL.
8. ORAVEC understands and agrees that he is expressly waiving any and all rights he may have with respect to any matter related to or connected to employment or discontinuation of employment with CITY. ORAVEC further understands that by signing this Agreement, he is agreeing not to initiate, participate in, and/or continue any complaint or cause of action, legal or otherwise, against CITY. ORAVEC hereby releases, waives, and forever discharges CITY from any and all claims, liabilities, costs, and damages of any nature whatsoever, known or unknown at this time, arising out of or in connection with ORAVEC's employment or discontinuation of employment with CITY. This includes, but is not limited to, any and all conceivable common law and/or statutory claims arising under local, state or federal statutory and/or regulatory scheme(s), based upon events occurring prior to the date of execution of this Agreement. By way of example, this includes, but is not limited to, the Civil Rights Act of 1866, 1871, 1964, and 1991; the Public Health Service Act; the Florida Civil Rights Act; Florida's Government in the Sunshine Law; Whistle-blower's Act; the Florida Public Records Act; the Florida Constitution; the Americans with Disabilities Act; and the Rehabilitation Act of 1973. This release also applies to any other federal, state or local laws relating to discrimination in employment. ORAVEC expressly acknowledges that the execution of this Agreement extinguishes any and all such claims. Further, this Agreement shall not be

construed as an admission by CITY of any violation of any federal, state, local or common law relating to the employer/employee relationship. Nothing in this paragraph shall foreclose CITY from defending ORAVEC against civil action(s) arising out of and in the scope of his former employment, as provided for in Section 111.07, Florida Statutes.

9. ORAVEC for himself, his heirs, executors, administrators, successors and assigns, hereby fully and forever releases, acquits, and discharges CITY, its successors and assigns, and its respective public officers, agents, employees and their heirs, executors, administrators, successors and assigns, together with any and all persons, firms, corporations, affiliates, and subsidiaries, who are or may be liable for any and all claims, demands, judgments, damages, expenses, actions, and causes of action which he now has or may have in the future arising out of or in connection with any and all damages, expenses, claims, actions or causes of action resulting directly or indirectly from his former employment with CITY. The foregoing includes, but not limited to, any and all claims made before the State of Florida, the Public Employees Relations Commission, the Division of Administrative Hearings, and the Equal Employment Opportunity Commission, or pursuant to internal grievance procedures. Nothing in this paragraph shall foreclose CITY from defending ORAVEC against civil action(s) arising out of and in the scope of his former employment, as provided for in Section 111.07, Florida Statutes.
10. ORAVEC acknowledges and states that, upon the Effective Date, he shall return any and all CITY property including, but not limited to, equipment, files, papers, memoranda, policies, procedures, processes, materials or any other work made or generated in the performance of the job.
11. Consistent with the provisos in paragraphs 8 and 9, nothing in this Agreement shall foreclose CITY from defending ORAVEC against civil action(s) arising out of and in the scope of his former employment, as provided for in Section 111.07, Florida Statutes.
12. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the fullest extent permitted by law.
13. The PARTIES agree that the laws of the State of Florida, St. Lucie County, shall govern this Agreement, and the venue to enforce this Agreement shall be St. Lucie County, Florida.
14. ORAVEC agrees that he has carefully read and fully understands all provisions of this Agreement and has had sufficient opportunity to consider the contents of this Agreement. ORAVEC also acknowledges that he has entered into this Agreement freely and voluntarily and has

been advised to consult legal counsel prior to signing this Agreement.

15. In any action arising from or relating to any provision of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs, including attorney fees and costs incident to appeal.
16. This Agreement is made without reliance upon any statement or representation of any statement or representation of any PARTY hereby released, except those contained in this Agreement. This Agreement incorporates all the understandings of the PARTIES. No other agreement or modification of this Agreement between the PARTIES will have any effect unless it is in writing and signed by all the PARTIES.
17. This Agreement supersedes all prior agreements between the PARTIES with respect to ORAVEC's employment and constitutes a complete and exclusive statement of the terms between the PARTIES concerning the afore subject matter.
18. Each of the signatories below declares that they have carefully read this Agreement and understand each provision contained herein; that each has reviewed its terms; and that each agrees to it for the purpose of making a full and final adjustment and resolution of the matters contained herein.

Gregory J. Oravec

JoAnn M. Faiella, Mayor

APPROVED AS TO FORM:

Roger G. Orr, City Attorney